



**Health Services**  
LOS ANGELES COUNTY

September 15, 2009

**Los Angeles County  
Board of Supervisors**

**Gloria Molina**  
First District

**Mark Ridley-Thomas**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO ACCEPT TWO GRANTS FROM STATE OF  
CALIFORNIA, OFFICE OF STATEWIDE HEALTH PLANNING AND  
DEVELOPMENT  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**John F. Schunhoff, Ph.D.**  
Interim Director

**Robert G. Splawn, M.D.**  
Interim Chief Medical Officer

**SUBJECT**

Request approval to accept and sign two grant agreements with the State of California, Office of Statewide Health Planning and Development for the Los Angeles County College of Nursing and Allied Health and the Health Care Workforce Development Program.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Interim Director of Health Services, or his designee, to sign State Agreement No. 09-9084 with the State of California, Office of Statewide Health Planning and Development (OSHPD) to accept a \$200,000 grant for the Los Angeles County College of Nursing and Allied Health (CONAH) and the Health Care Workforce Development Program (HCWDP) to support the education of ten registered nursing students, effective July 1, 2009 through June 30, 2011.
2. Authorize the Interim Director of Health Services, or his designee, to sign State Agreement No. 09-9085 with OSHPD to accept a \$124,028 grant for CONAH and HCWDP to train County-employed registered nurses to become clinical instructors for pre-licensure nursing students, effective July 1, 2009 through June 30, 2011.
3. Delegate authority to the Interim Director of Health Services, or his designee, to accept substantially similar future grant agreements or amendments with OSHPD in an amount up to \$500,000, upon approval of County Counsel.

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: 213-240-8101  
Fax: 213-481-0503

[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*To improve health  
through leadership,  
service and education*

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### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the first two recommendations will allow the Interim Director of Health Services to sign two State Grant Agreements, Exhibits I and II, which will provide funding for: 1) faculty time and learning resources for ten nursing students that are training to become registered nurses, and 2) training staff who will train experienced clinical registered nurses to become effective clinical instructors for pre-licensure nursing students. The Department of Health Services (DHS) is unable to fill vacancies in certain nursing shortage areas. Both training programs are in place for a two-year period and it is anticipated that in addition to current vacancies, attrition and retirement among current nursing staff will further impact DHS' nursing shortages. Students trained under both grant-funded programs will meet some of this increased vacancy demands placed on DHS facilities.

Approval of the third recommendation will allow the Interim Director to accept future grant agreements or amendments with OSHPD in an amount up to \$500,000, upon approval of County Counsel. This will allow DHS to expedite the acceptance of funding and implement educational support programs for registered nursing students and registered nurses.

### **Implementation of Strategic Plan Goals**

These actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The \$324,028 in grant funds from the OSHPD will be used over a two-year period, July 1, 2009 through June 30, 2011. The grant revenue is currently reflected in the Department's FY 2009-10 Adopted Budget, and will be requested in future fiscal years, as appropriate.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

CONAH and HCWDP collaboratively applied for these two grants on November 6, 2008, with a public release of awards from the State on April 9, 2009 and written notification of the awards on May 13, 2009. CONAH and HCWDP work together to conduct programs, administer State grants and implement recruitment strategies that help DHS employees qualify for and complete CONAH's Associate Degree in Nursing Program.

Under Grant Agreement No. 09-0984, the costs of faculty time, educational equipment and supplies are offset for ten DHS nursing students. If any of the ten students designated under this grant are unable to complete the full two years, new students will replace students who are unable to complete the program.

Under Grant Agreement No. 09-0985, registered nurses are trained to provide clinical instruction for pre-licensure nursing students at DHS facilities by obtaining the services of a Nurse Training Specialist. This grant builds upon pilot efforts of HCWDP to address the shortage of clinical nursing instructors in the region and provides current DHS nurses with opportunities to gain additional knowledge for professional growth in nursing education. This funding will allow CONAH to revise the pilot program curriculum with HCWDP and improve the administration of the course. A progress report for both grants is due OSHPD at the end of the first and second years.

County Counsel has reviewed and approved Exhibits I and II as to form.

~~Attachments A and B are the Grant Management Statements for grant awards exceeding \$100,000.~~

**CONTRACTING PROCESS**

Not applicable.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Acceptance of these grants will increase the number of training opportunities available for DHS employees who are interested in becoming registered nurses.

Respectfully submitted,



John F. Schunhoff, Ph.D.  
Interim Director

JFS:kke

Attachments (4)

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors

CONAH BL

**Los Angeles County Chief Executive Office  
Grant Management Statement for Grants \$100,000 or More**

<b>1. Department:</b> Los Angeles County College of Nursing and Allied Health – Dept of Health Services		
<b>2. Grant Project Title and Description</b>		
<b>TITLE:</b> Registered Nursing Education Program – Capitation <b>DESCRIPTION:</b> Support the education of ten students per year who are from underrepresented ethnic groups and who will work with medically underserved communities upon graduation		
<b>3. Funding Agency</b>	<b>Program (Fed. Grant #/State Bill or Code #)</b>	<b>Grant Acceptance Deadline</b>
State of CA - OSHPD	State - No 09-9084	
<b>4. Total Amount of Grant Funding: \$200,000</b> <b>County Match: N/A</b>		
<b>5. Grant Period: two fiscal years</b>	<b>Begin Date: 7/1/09</b>	<b>End Date: 6/30/11</b>
<b>6. Number of Personnel Hired Under This Grant:</b>	<b>Full Time: None</b>	<b>Part Time: None</b>
<b>7. Obligations Imposed on the County When the Grant Expires</b>		
Will all personnel hired for this program be informed this is a grant-funded program?	Yes___	No <u>x</u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes___	No <u>x</u>
Is the County obligated to continue this program after the grant expires?	Yes___	No <u>x</u>
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes <u>x</u>	No___
b.) Identify other revenue sources (describe below)	Yes___	No <u>x</u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes___	No <u>x</u>
<b>8. Impact of additional personnel on existing space:</b>		
N/A		
<b>9. Other requirements not mentioned above:</b>		
N/A		

Department Head Signature

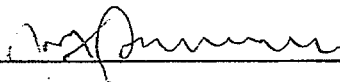


Date: 9-2-09

**Los Angeles County Chief Executive Office  
Grant Management Statement for Grants \$100,000 or More**

<b>1. Department:</b> Los Angeles County College of Nursing and Allied Health – Dept of Health Services		
<b>2. Grant Project Title and Description</b>		
<b>TITLE:</b> Nurse Training Specialist Training <b>DESCRIPTION:</b> Under the direction of CONAH, will train Registered Nurses to become clinical instructors for pre-licensure nursing students		
<b>3. Funding Agency</b>	<b>Program (Fed. Grant #/State Bill or Code #)</b>	<b>Grant Acceptance Deadline</b>
State of CA - OSHPD	State - No 09-9085	
<b>4. Total Amount of Grant Funding:</b> \$124,028		<b>County Match:</b> N/A
<b>5. Grant Period:</b> two fiscal years	<b>Begin Date:</b> 7/1/09	<b>End Date:</b> 6/30/11
<b>6. Number of Personnel Hired Under This Grant:</b>	<b>Full Time:</b> None	<b>Part Time:</b> 2
<b>7. Obligations Imposed on the County When the Grant Expires</b>		
Will all personnel hired for this program be informed this is a grant-funded program?	Yes <u>x</u>	No <u>  </u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes <u>x</u>	No <u>  </u>
Is the County obligated to continue this program after the grant expires?	Yes <u>  </u>	No <u>x</u>
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes <u>  </u>	No <u>x</u>
b.) Identify other revenue sources (describe below)	Yes <u>x</u>	No <u>  </u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes <u>x</u>	No <u>  </u>
<b>8. Impact of additional personnel on existing space:</b>		
N/A		
<b>9. Other requirements not mentioned above:</b>		
N/A		

Department Head Signature



Date:

9-2-09

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

EXHIBIT I

AGREEMENT NUMBER

09-9084

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Office of Statewide Health Planning and Development

CONTRACTOR'S NAME

Los Angeles County Department of Health Services

2. The term of this Agreement is: 07/01/2009 through 06/30/2011

3. The maximum amount of this Agreement is: \$200,000.00  
Two Hundred Thousand Dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 1 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C\* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)

☐ Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 4 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Department of Health Services

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

313 N. Figueroa Street, Room 912  
Los Angeles, CA 90012

**STATE OF CALIFORNIA**

AGENCY NAME

Office of Statewide Health Planning and Development

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Patty Nelson, SSMI Procurement and Contract Services

ADDRESS

400 R Street, Room 359, Sacramento, Ca 95811

California Department of General  
Services Use Only

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to the following:

- A. Los Angeles County College of Nursing and Allied Health shall meet the Registered Nursing Standards adopted by the California Healthcare Workforce Policy Commission (CHWPC) and perform services in accordance with the Contract Criteria as set forth in Exhibit E, hereby attached.
- B. Under the direction of the Program Director of the Los Angeles County College of Nursing and Allied Health Registered Nursing Education Program provide nursing education for ten (10) nursing students in the 07-01-2009 to 06-30-2010 fiscal year and ten (10) nursing students in the 07-01-2010 to 06-30-2011 fiscal year.
- C. Submission of a progress report evaluating the program's effectiveness after one (1) year of the award date.
- D. Submission of a complete final report including data outcomes for the program at the end of the Contract period.

2. OSHPD agrees to provide:

- A. The Program Director of the Registered Nursing Education Program, the current fiscal year's (07-01-2008 to 06-30-2009) master certification form and instructions by September 30<sup>th</sup> of the fiscal year.
- B. Direct all Contract inquiries to:

Requesting Agency: OSHPD	Contractor Name: Los Angeles County Health Services
Name: Manuela Lachica, Program Director	Name: Nancy Miller, Provost
Phone: (916) 326-3752	Phone: (323) 226-6511
Fax: (916) 322-2588	Fax:
E-mail: <a href="mailto:mlachica@oshpd.ca.gov">mlachica@oshpd.ca.gov</a>	E-mail: <a href="mailto:nmiller@dhs.lacounty.gov">nmiller@dhs.lacounty.gov</a>

The project representatives during the term of this Contract will be:

Requesting Agency: OSHPD	Training Program: Los Angeles County College of Nursing and Allied Health
Section/Unit: Healthcare Workforce Development Division (HWDD)	Section/Unit: Registered Nursing Education Program
Attention: Terrie Smith, Program Analyst	Attention: Nancy Miller
Address: 400 R Street Sacramento, CA 95811	Address: 1237 N. Mission Road Los Angeles, CA 90033
Phone: (916) 326-3754	Phone: (323) 226-4911
Fax: (916) 322-2588	Fax: (323) 226-6427
E-mail: <a href="mailto:tsmith@oshpd.state.ca.us">tsmith@oshpd.state.ca.us</a>	E-mail: <a href="mailto:nmiller@dhs.lacounty.gov">nmiller@dhs.lacounty.gov</a>

EXHIBIT B

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Payment**

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item C., OSHPD agrees to compensate Los Angeles County Department of Health Services in accordance with the rates specified herein.
- **\$833.00 (Eight hundred thirty three dollars)**, per ADN student per month from 07-01-2009 to 02-28-2010 and  
**\$834.00 (Eight hundred thirty four dollars)**, per ADN student per month from 03-01-2010 to 06-30-2010; up to a total of \$100,000.00 for ten (10) students for fiscal year 2009/10. Fiscal year begins July 1, 2009 and ends June 30, 2010.
  - **\$833.00 (Eight hundred thirty three dollars)**, per ADN student per month from 07-01-2010 to 02-28-2011 and  
**\$834.00 (Eight hundred thirty four dollars)**, per ADN student per month from 03-01-2011 to 06-30-2011; up to a total of \$100,000.00 for ten (10) students for fiscal year 2010/11. Fiscal year begins July 1, 2010 and ends June 30, 2011.
- B. The term of this agreement shall be July 1, 2009 through June 30, 2011.
- C. Quarterly certifications shall include the Contract Number, the names of the students supported under this Contract, and a certification by the Program Director of the Registered Nursing Education Program (original signature) that each student was engaged in activities authorized by this Contract. These documents shall be submitted on a quarterly basis in arrears to:
- Terrie Smith, Program Analyst  
Song-Brown Training Program  
Office of Statewide Health Planning and Development  
400 R Street, Room 330  
Sacramento, CA 95811
- D. Contractor shall submit a final certification within 120 days after the Contract has ended (i.e., Contract ends June 30<sup>th</sup>, final certification is due by October 30<sup>th</sup>). If contractor fails to submit a final certification within 120 days after the Agreement has ended, the monies revert back to OSHPD.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the OSHPD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the OSHPD shall have the option to either cancel this Contract with no liability occurring to the OSHPD, or offer a Contract amendment to Contractor to reflect the reduced amount.



EXHIBIT D

**SPECIAL TERMS AND CONDITIONS**

**1. RESOLUTION OF CONTRACT DISPUTES:**

Any dispute arising under this agreement, which cannot be resolved at the State Program Administrator level nor at the Director's level of the Department (OSHDP) signing this contract shall be submitted to non-binding arbitration after the following process, has been completed:

- (A) The Contractor first discusses a problem informally with the Song Brown Health Care Workforce Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce and Community Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.
- (B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the findings and decision.
- (C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to binding arbitration.

EXHIBIT E

**ADDITIONAL PROVISIONS**

**1. Registered Nurse Standards Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.**

- I. Each Registered Nursing Education Program approved for funding under the Health Care Workforce Training Act (hereinafter "the Act") shall be operated by an accredited California School of Nursing or shall be approved by the Regents of the University of California or by the Trustees of the California State University and Colleges, or the Board of Governors of the California Community Colleges, and shall be approved by the Board of Registered Nursing pursuant to Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code.
- II. Each Registered Nursing Education Program approved for funding under the Act shall include a component of clinical experience and curriculum in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare nurses for service in such neighborhoods or communities.
- III. Appropriate strategies shall be developed by each nursing education institution receiving funds under the Act to encourage nursing students who are educated in programs funded by the Act to enter into practice in underserved areas for nurses within California as defined by the Healthcare Workforce Policy Commission (hereinafter referred to as "areas of unmet need"). Such strategies shall incorporate the following elements:
  - A. An established procedure to identify, recruit, and admit nursing students who possess characteristics which would suggest a predisposition to practice in areas of unmet need, and who express a commitment to serve in areas of unmet need.
  - B. An established counseling and placement program designed to encourage nursing program graduates to enter practice in underserved areas.
  - C. A program component such as a preceptorship experience in an underserved area, which will enhance the potential of nursing program graduates to practice in such an area.

**2. Registered Nursing Contract Criteria Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.**

- I. Contract Awards
  - A. Each contract entered into, pursuant to the Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et., (hereinafter "the Act"), shall be based on the recommendation of the Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.

EXHIBIT E

- B. Each contract shall be for a purpose authorized by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.
- C. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.
- D. Purpose for Which Contract Funds May be Expended
  - 1. Contract funds may be expended for any purpose which the educational institution judges will most effectively advance the education of nursing students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the nursing education institution.
  - 2. Contract funds may be used for expenses incurred for the provision of nursing education, including faculty and staff salaries, nursing student stipends, alterations and renovations necessary to the provision of the nursing education programs, and supplies and travel directly related to the nursing education program.
  - 3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract.

II. Contract Terms

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the Healthcare Workforce Policy Commission.
- B. Payment shall be made quarterly in arrears on the basis of amounts set forth by the Contractor with final invoice submitted within 120 days of contract's end to the Healthcare Workforce and Community Development Division. The invoice shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this agreement, and costs to the Contractor for the services for which reimbursement is sought. The required invoice format shall be provided to the Contractor prior to the effective date of the Contract.
- C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the Healthcare Workforce Policy Commission.

EXHIBIT E

III. Accounting Records and Audits

A. Accounting

Accounting for contract funds will be in accordance with the education institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Education institutions may elect to commingle capitation funds received under the Act with any other income available for operation of the nursing education program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

1. The accurate and timely separate identification of funds received under the Act.
2. The separate identification of expenditures prohibited by the contract criteria.
3. An adequate record of proceeds from the sale of any equipment purchased by funds received under the Act.

B. Expenditure Reporting

Reports of nursing education program expenditures and enrollment of nursing students under the contract must be submitted as requested by the Commission or the Director of the Office of Statewide Health Planning and Development for purposes of program administration, evaluation, or review.

C. Record Retention and Audit

1. The education institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
2. The education institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
3. The education institution agrees to make available at the office of the education institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.

**EXHIBIT E**

4. The education institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
  - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the education institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the education institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two years following the last day of the month or reimbursement to the education institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

EXHIBIT II

AGREEMENT NUMBER

**09-9085**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Office of Statewide Health Planning and Development

CONTRACTOR'S NAME

Los Angeles County Department of Health Services

2. The term of this Agreement is: 07/01/2009 through 06/30/2011

3. The maximum amount of this Agreement is: \$124,028.00  
One Hundred Twenty Four Thousand Twenty Eight Dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C\* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)

☐ Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 4 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Department of Health Services

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

313 N. Figueroa Street, Room 912  
Los Angeles, CA 90012

**STATE OF CALIFORNIA**

AGENCY NAME

Office of Statewide Health Planning and Development

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Patty Nelson, SSMI Procurement and Contract Services

ADDRESS

400 R Street, Room 359, Sacramento, Ca 95811

California Department of General  
Services Use Only

☐ Exempt per:

EXHIBIT A

**SCOPE OF WORK**

1. Contractor agrees to the following:
  - A. Under the direction of the Director of the Los Angeles County College of Nursing and Allied Health will train working Registered Nurses to become clinical instructors for pre-licensure nursing students.
  - B. Submission of a progress report evaluating the program's effectiveness after one (1) year of the award date.
  - C. Submission of a complete final report including data outcomes on the special program at the end of the Contract period.
  - D. Budgeted personnel with anticipated duties:
    1. Nurse Training Specialist – This faculty member will manage the program and serves as the implementation coordinator of nursing programs and post licensure courses.
2. OSHPD agrees to provide:
  - A. The Program Director of the Registered Nursing Education Program, the current fiscal year's (07-01-2009 to 06-30-2010) master certification form and instructions by September 30<sup>th</sup> of the current fiscal year.
3. The program representatives during the term of this Contract will be:

State Agency: Office of Statewide Health Planning & Development	Training Program: Los Angeles County College of Nursing and Allied Health
Name: Manuela Lachica Program Administrator	Name: Nancy Miller Provost
Phone: (916) 326-3752	Phone: (323) 226-6511
Fax: (916) 322-2588	Fax: (323) 226-6427
E-mail: <a href="mailto:mlachica@oshpd.ca.gov">mlachica@oshpd.ca.gov</a>	E-mail: <a href="mailto:nmiller@lacusc.org">nmiller@lacusc.org</a>

**EXHIBIT A**

Direct all Contract inquiries to:

State Agency: OSHPD	Contractor: Los Angeles County Department of Health Services
Section/Unit: Health Care Workforce and Community Development Division	Section/Unit: Registered Nursing Education Program
Attention: Terrie Smith Program Analyst	Attention: Nancy Miller Contracts
Address: 400 R Street Sacramento, CA 95811	Address: 313 N. Figueroa Street Los Angeles, CA 90012
Phone: (916) 326-3754	Phone: (323) 226-6511
Fax: (916) 322-2588	Fax: (323) 226-6427
E-mail: <a href="mailto:tsmith@oshpd.ca.gov">tsmith@oshpd.ca.gov</a>	E-mail: : <a href="mailto:nmiller@lacusc.org">nmiller@lacusc.org</a>



**EXHIBIT B**

The OSHPD shall reimburse the Contractor for the expenses incurred in providing the services outlined in Exhibit A in accordance with the following schedule:

**FISCAL YEAR: 07-01-2009 to 06-30-2010**

**PERSONNEL SERVICES:**

**Total Reimbursement  
Not to Exceed:**

Nurse Training Specialist  
Salary & Benefits

\$46,302

**OTHER EXPENSES:**

Contract Nurse Instructor

\$11,550

Instructional Materials

\$3,004

**Sub-Total for Fiscal Year: 07-01-2009 to 06-30-2010**

**\$60,856**

**FISCAL YEAR: 07-01-2010 to 06-30-2011**

**PERSONNEL SERVICES:**

**Total Reimbursement  
Not to Exceed:**

Nurse Training Specialist  
Salary & Benefits

\$48,617

**OTHER EXPENSES:**

Contract Nurse Instructor

\$11,550

Instructional Materials

\$3,005

**Sub-Total for Fiscal Year: 07-01-2010 to 06-30-2011**

**\$63,172**

**Contract Total**

**\$124,028.00**

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Payment**

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item C, OSHPD agrees to compensate Los Angeles County Department of Health Services for actual expenditures incurred in accordance with the rates specified in Exhibit B page 1 of 2.
- B. Budget modifications consist of a change within the approved budget that does not amend the amount or the term of the contract. Contractors may only request one (1) budget modification per fiscal year. Revised budget pages are required and must reflect the proposed budget modification. With the exception of the personnel services category, a transfer of funds up to 15% of the contract is permissive across each budget category (i.e., operating expenses, major equipment, and other costs) with notification to the OSHPD. Transfers of funds between the personnel services category and any other budget category will require a budget modification and contract amendment.
- C. Quarterly certifications shall include the Contract Number, the names of the people employed under this Contract, and a certification by the Director of the Registered Nurse Education Program (original signature) that each person was engaged in activities authorized by this Contract. These documents shall be submitted on a quarterly basis in arrears to:  
  

Terrie Smith, Program Analyst  
Song-Brown Training Program  
Office of Statewide Health Planning and Development  
400 R Street, Room 330  
Sacramento, CA 95811
- D. A final quarterly certification shall be submitted within 120 days after the Contract has ended (i.e., Contract ends June 30<sup>th</sup>, final certification is due by October 30<sup>th</sup>). If contractor fails to submit a final certification within 120 days after the Agreement has ended, the monies revert back to OSHPD.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, OSHPD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, OSHPD shall have the option to either cancel this Contract with no liability occurring to OSHPD, or offer a Contract amendment to Contractor to reflect the reduced amount.

EXHIBIT D

**SPECIAL TERMS AND CONDITIONS**

**1. RESOLUTION OF CONTRACT DISPUTES:**

Any dispute arising under this agreement, which cannot be resolved at the State Program Administrator level nor at the Director's level of the Department (OSHDPD) signing this contract shall be submitted to non-binding arbitration after the following process, has been completed:

- (A) The Contractor first discusses a problem informally with the Song Brown Health Care Workforce Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce and Community Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.
- (B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the findings and decision.
- (C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to binding arbitration.

**2. POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligation hereunder. The Contractor agrees to be as fully responsible to the State for the act and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

EXHIBIT E

**ADDITIONAL PROVISIONS**

**1. Registered Nurse Standards Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.**

- I. Each Registered Nursing Education Program approved for funding under the Health Care Workforce Training Act (hereinafter "the Act") shall be operated by an accredited California School of Nursing or shall be approved by the Regents of the University of California or by the Trustees of the California State University and Colleges, or the Board of Governors of the California Community Colleges, and shall be approved by the Board of Registered Nursing pursuant to Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code.
- II. Each Registered Nursing Education Program approved for funding under the Act shall include a component of clinical experience and curriculum in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare nurses for service in such neighborhoods or communities.
- III. Appropriate strategies shall be developed by each nursing education institution receiving funds under the Act to encourage nursing students who are educated in programs funded by the Act to enter into practice in underserved areas for nurses within California as defined by the Healthcare Workforce Policy Commission (hereinafter referred to as "areas of unmet need"). Such strategies shall incorporate the following elements:
  - A. An established procedure to identify, recruit, and admit nursing students who possess characteristics which would suggest a predisposition to practice in areas of unmet need, and who express a commitment to serve in areas of unmet need.
  - B. An established counseling and placement program designed to encourage nursing program graduates to enter practice in underserved areas.
  - C. A program component such as a preceptorship experience in an underserved area, which will enhance the potential of nursing program graduates to practice in such an area.

**2. Registered Nursing Contract Criteria Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.**

- I. Contract Awards
  - A. Each contract entered into, pursuant to the Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et., (hereinafter "the Act"), shall be based on the recommendation of the Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.

**EXHIBIT E**

- B. Each contract shall be for a purpose authorized by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.
- C. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.
- D. Purpose for Which Contract Funds May be Expended
  - 1. Contract funds may be expended for any purpose which the educational institution judges will most effectively advance the education of nursing students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the nursing education institution.
  - 2. Contract funds may be used for expenses incurred for the provision of nursing education, including faculty and staff salaries, nursing student stipends, alterations and renovations necessary to the provision of the nursing education programs, and supplies and travel directly related to the nursing education program.
  - 3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract.

**II. Contract Terms**

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the Healthcare Workforce Policy Commission.
- B. Payment shall be made quarterly in arrears on the basis of amounts set forth by the Contractor with final invoice submitted within 120 days of contract's end to the Healthcare Workforce and Community Development Division. The invoice shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this agreement, and costs to the Contractor for the services for which reimbursement is sought. The required invoice format shall be provided to the Contractor prior to the effective date of the Contract.
- C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the Healthcare Workforce Policy Commission.

**EXHIBIT E**

**III. Accounting Records and Audits**

**A. Accounting**

Accounting for contract funds will be in accordance with the education institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Education institutions may elect to commingle capitation funds received under the Act with any other income available for operation of the nursing education program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

1. The accurate and timely separate identification of funds received under the Act.
2. The separate identification of expenditures prohibited by the contract criteria.
3. An adequate record of proceeds from the sale of any equipment purchased by funds received under the Act.

**B. Expenditure Reporting**

Reports of nursing education program expenditures and enrollment of nursing students under the contract must be submitted as requested by the Commission or the Director of the Office of Statewide Health Planning and Development for purposes of program administration, evaluation, or review.

**C. Record Retention and Audit**

1. The education institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
2. The education institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
3. The education institution agrees to make available at the office of the education institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.

**EXHIBIT E**

4. The education institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
  - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the education institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the education institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two years following the last day of the month or reimbursement to the education institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.